



STATE OF IOWA
MASTER AGREEMENT
 Contract Declaration and Execution

EFFECTIVE BEGIN DATE: 11-01-2008
 EXPIRATION DATE: 10-31-2009
 PAGE: 1 of 8

VENDOR:

PRIMARY PRODUCTS CO
1891 Buerkle Rd

White Bear Lake, MN 55110
USA

VENDOR CONTACT:

David Lehman

PHONE: 651-426-6303**EXT:****EMAIL:** acarlson@primaryproducts.biz**FOB** FOB Dest, Freight Prepaid**ISSUER:**

SHARON DOWNEY

PHONE: 515-281-5982**EMAIL:** Sharon.Downey@iowa.gov

Contract For: Gloves, Leather, cotton, jersey, welding, coated

Contract to provide Gloves pursuant to the specifications, terms and conditions of sealed bid RFB 908000006 dated September 17, 2007 on file with DAS/GSE/procurement Services.

Contact: Angila Carlson

Phone 651-426-6303

fax 651-429-9207

e-mail: acarlson@primaryproducts.biz

Orders over \$225.00 are FOB Delivered.

Net 30 days

Delivery time 3 days ARO

All orders less than \$225.00 will pay a shipping fee

see attachment of gloves bid

RENEWAL OPTIONS**FROM** 11-01-2008 **TO** 10-31-2009**FROM** 11-01-2009 **TO** 10-31-2010**AUTHORIZED DEPARTMENT**

ALL

SUB Other Governmental Entities

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR		STATE OF IOWA	
CONTRACTOR'S NAME (If other than an individual, state whether a corp., partnership, etc.)		AGENCY NAME	
BY (Authorized Signature)	Date Signed	BY (Authorized Signature)	Date Signed
Printed Name and Title of Person Signing		Printed Name and Title of Person Signing	
Address		Address	



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MA# 005 3123-09

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LINE NO.	QUANTITY / SERVICE DATES	UNIT	COMMODITY / DESCRIPTION	UNIT COST / PRICE OF SERVICE
1	0.00000	PAIR	20139 Gloves, Cloth Type (All Types) Gloves, Cloth Type (All Types) Brand: Magid Roadmaster Product #: B6541E Package: Bag Sizes: S-XL Broken lots allowed: Yes Package is box of : 1 dozen Pair Unlined select grade of side split cowhide. Light brown in color; straight thumb and elastic shirred wrist.	\$4.500000 \$0.000000
2	0.00000	PAIR	20139 Gloves, Cloth Type (All Types) Gloves, Cloth Type (All Types) Brand: Magid Roadmaster Product #: TB550E Package: Bag Sizes: XS- XXL Broken lots allowed: Yes Package is box of : 1 Dozen pair Unlined Select grade of beige grain cowhide. strait thumb, with shirred wrist	\$5.600000 \$0.000000
3	0.00000	PAIR	20139 Gloves, Cloth Type (All Types) Gloves, Cloth Type (All Types) Brand: Magid Roadmaster Product #: B540e Package: Bag Sizes: S-XL Broken lots allowed: Yes Package is box of : 1 dozen pair Unlined. Select grade of beige grain cowhide. strait thumb, with ball and tape wrist	\$5.600000 \$0.000000
4	0.00000	PAIR	20139 Gloves, Cloth Type (All Types) Gloves, Cloth Type (All Types) Brand: Magid Duramaster Product #: B580E Package: bag Sizes: S-XL Broken lots allowed: Yes Package is box of : 1 dozen pair LINED Select split cowhide. Full sock C100 thinsulate lining. Leather palm patch and wing thumb.	\$5.080000 \$0.000000
5	0.00000	PAIR	20139 Gloves, Cloth Type (All Types) Gloves, Cloth Type (All Types) Brand: Magid roadmaster Product #: B741E	\$3.850000 \$0.000000



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LINE NO.	QUANTITY / SERVICE DATES	UNIT	COMMODITY / DESCRIPTION	UNIT COST / PRICE OF SERVICE
			Package: Bag Sizes: S-XXL Broken lots allowed: Yes Package is box of : 1 dozen pair Mechanics gloves Select grade unlined grain pigskin. Gunn cut driver with Keystone thumb and elastic shirred wrist.	
6	0.00000	PAIR	20139	\$16.180000 \$0.000000
			Gloves, Cloth Type (All Types) Gloves, Cloth Type (All Types) Brand: Magid Roadmaster Product #: 744 DTE Package: Bag Sizes: S-XL Broken lots allowed: Yes Package is box of : 1 dozen pair Mechanics gloves Select grain pigskin with Thinsulate C100 lining. Keystone thumb and elastic shirred wrist.	
7	0.00000	EA	20130	\$1.650000 \$0.000000
			Caps, All Types (Except Disposable and Hospital Types) Caps, All Types (Except Disposable and Hospital Types) Brand: Bandannas Beanie-Long winter Product #: 12122 Flanne Orange 12103 Black and Navy 12102 Navy Package: 1 Sizes: one size fits most Broken lots allowed: Yes Package is box of : 1 dozen one price for all colors. . 100% acrylic cuffed watch cap. one size fits most.	
8	0.00000	PAIR	20139	\$0.450000 \$0.000000
			Gloves, Cloth Type (All Types) Gloves, Cloth Type (All Types) Brand: magid Jersey Master Product #: T2703 /T2703L Package: bag Sizes: Mens and womens sizes Broken lots allowed: Yes Package is box of : 1 dozen pair SAME PRICE FOR MEN AND WOMENS 100% cotton flannel work gloves straight thumb and a snug fitting knit wrist, natural colored knit wrist	
9	0.00000	PAIR	20139	\$1.180000 \$0.000000
			Gloves, Cloth Type (All Types) Gloves, Cloth Type (All Types) Brand: Magid Multimaster Product #: 566 KW Package: Bag Sizes: Mens L/XL Broken lots allowed: Yes Package is box of : 1 dozen pair	



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			Economy quilted chore - 100% cotton quilted chore glove, flannel outter layer, quilted polyester liner and knit wrist Gold color	
10	0.00000	PAIR	20139	\$0.450000 \$0.000000
			Gloves, Cloth Type (All Types) Gloves, Cloth Type (All Types) Brand: Magid Jersey Master Product #: T92 & T92C Package: bag Sizes: Mens L/XL Broken lots allowed: Yes Package is box of : 1 dozen pair Seal Brown 100% cotton Jersey gloves. features include clute cut, continuous thumb and snug fitting knit wrist. 9 oz. cotton, economy grade.	
11	0.00000	PAIR	20139	\$3.000000 \$0.000000
			Gloves, Cloth Type (All Types) Gloves, Cloth Type (All Types) Brand: magid Clean Kin6 Product #: TB23e Package: Bag Sizes: S-L Broken lots allowed: Yes Package is box of : 1 dozen pair All leather palm, knuckle buster and fingertips made from select side split cowhide. Wing thumb and rubberized cuff.	
12	0.00000	PAIR	20139	\$0.900000 \$0.000000
			Gloves, Cloth Type (All Types) Gloves, Cloth Type (All Types) Brand: Magid Deluxe Product #: T1070R Package: Bag Sizes: Mens Broken lots allowed: Yes Package is box of : 1 dozen pair Economy grade PVC vinyl coating on a fleece interlock shell. All available in Men's large sizing. Consult chemical resistance chart, available upon request: Knit wrist, smooth finish.	
13	0.00000	PAIR	20139	\$1.560000 \$0.000000
			Gloves, Cloth Type (All Types) Gloves, Cloth Type (All Types) Brand: Madig Deluxe Product #: T5084R Package: bag Sizes: mens Broken lots allowed: Yes Package is box of : 1 dozen pair Economy grade PVC vinyl coating on a fleece interlock shell. All available in Men's large sizing. Consult chemical resistance chart, available upon request:_18" Gauntlet, smooth finish.	
14	0.00000	PAIR	20139	\$1.240000 \$0.000000



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			Gloves, Cloth Type (All Types) Gloves, Cloth Type (All Types) Brand: Magid Product #: 55327 Package: bag Sizes: XS-XXL Broken lots allowed yes Package is box of : 1 dozen pair Nitrile 12" length, flock lined, non-slip grip. rolled cuff. .018" gauge. with a Diamond grip.	
15	0.00000	PAIR	20139	\$1.170000 \$0.000000
			Gloves, Cloth Type (All Types) Gloves, Cloth Type (All Types) Brand: Magid Product #: 738 Package: bag Sizes: XS-XL Broken lots allowed: yes Package is box of : 1 dozen pair Neoprene on latex 12" flock lined, .030" gauge, non-slip grip. rolled cuff, Designed for MEK applications.	
16	0.00000	PAIR	20139	\$0.730000 \$0.000000
			Gloves, Cloth Type (All Types) Gloves, Cloth Type (All Types) Brand: Ansell Protective Products Product #: 3567 Package: bag Sizes: 7-10-SM-XL Broken lots allowed: yes Package is box of : 1 dozen pair Unlined Latex 12" length .080" gauge, non-slip grip.	
17	0.00000	EA	20139	\$12.400000 \$0.000000
			Gloves, Cloth Type (All Types) Gloves, Cloth Type (All Types) Foam insulated work glove item 706465nk	
18	0.00000		20139	\$0.000000 \$0.000000
			Gloves, Cloth Type (All Types) this item is the same as line 19 same as line 19	
19	0.00000	EA	20139	\$1.220000 \$0.000000
			Gloves, Cloth Type (All Types) Gloves, Cloth Type (All Types) V122T Men' foam lined jersey work glove red inner liner	
20	0.00000	EA	20139	\$1.400000 \$0.000000
			Gloves, Cloth Type (All Types) Gloves, Cloth Type (All Types) TB725E Glove Men's size	



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LINE NO.	QUANTITY / SERVICE DATES	UNIT	COMMODITY / DESCRIPTION	UNIT COST / PRICE OF SERVICE
			safety cuff leather palm work glove, wing thumb and knuckle buster select leather finger tips	
21	0.00000	CASE	2014165	\$50.000000
				\$0.000000
			GLOVES: NEOPRENE, NITRILE, RUBBER GLOVES: NEOPRENE, NITRILE, RUBBER Requested by and Used by Ft Dodge 213-24 1 box is \$5.81 each GentalGuard Nitrile gloves disposable stretch nitrile gloves. blue color, textured fingertips for tactile sensitivity, available in sizes XS-XXL. 100/box, 10 boxes/case meets all ASTM standards for medical grade gloves	
22	0.00000		96286	\$0.000000
				\$0.000000
			Transportation of Goods and Other Freight Services Transportation of Goods and Other Freight Services for orders less then \$225.00 will pay a shipping fee	



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TERMS AND CONDITIONS**Incorporation**

The Request for Proposal and/or bid documents for this project and the vendor's proposal in response to the RFP or Bid together with any clarifications, attachments, appendices, or amendments of the State or the Vendor are incorporated into this Contract by reference as if fully set forth in this Contract.

Remedies upon Default

In any case where the vendor has failed to deliver or has delivered non-conforming goods and/or services, the State shall provide a cure notice. The notice to cure shall state the maximum length of time the vendor has to cure. If after the time period stated in the notice to cure has passed, the vendor continues to be in default, the State may procure goods and/or services in substitution from another source and charge the difference between the contracted price and the market price to the defaulting vendor. The State's Attorney General shall be requested to make collection from the defaulting vendor.

Force Majeure

Force majeure includes acts of God, war, civil disturbance and any other causes which are beyond the control and anticipation of the party affected and which, by the exercise of reasonable diligence, the party was unable to anticipate or prevent. These provisions of force majeure also apply to subcontractors or suppliers of the Vendor. Force majeure does not include financial difficulties of the Vendor or any associated company of the Vendor, or claims or court orders that restrict the Vendor's ability to deliver the goods or services contemplated by this Agreement. Neither the Vendor nor the State shall be liable to the other for any delay or failure of performance of this Agreement caused by a force majeure, and not as a result of the fault or negligence of a party.

Subcontractors

The successful vendor shall be responsible for all acts and performance of any subcontractor or secondary supplier that the successful vendor may engage for the completion of any contract with the State. A delay that results from a subcontractor's conduct, negligence or failure to perform shall not exempt the vendor from default remedies. The successful vendor shall be responsible for payment to all subcontractors and all other third parties.

Termination-Non-Appropriation

Notwithstanding any other provision of this contract, if funds anticipated for the continued fulfillment of this contract are at any time not forthcoming or insufficient, either through the failure of the State to appropriate funds, discontinuance or material alteration of the program for which funds were provided, then the State shall have the right to terminate this contract without penalty by giving not less than thirty (30) days written notice documenting the lack of funding, discontinuance or program alteration.

Immunity of State/Fed Agencies

The vendor shall defend and hold harmless the State and Federal funding source for the State of Iowa from liability arising from the vendor's performance of this contract and the vendor's activities with subcontracted and all other third parties.

Assignment

Vendors may not assign contracts or purchase orders to any party (including financial institutions) without written permission of the General Services Enterprise - Purchasing.

Anti-Trust Assignment

For good cause and as consideration for executing this purchase order, the vendor, through its duly authorized agent, conveys, sells, assigns, and transfers to the State of Iowa all rights, title and interest in and to all causes of action it may now or hereafter acquire under the anti-trust laws of the United States and the State of Iowa, relating to the particular goods or services purchased or acquired by the State of Iowa pursuant to the using State of Iowa agency.

Delivery and Acceptance

When an award has been made to a vendor and the purchase order issued, deliveries are to be made in the following manner.

A. Deliveries - All deliveries are to be made only to the point specified on the purchase order. If delivery is made to any other point, it shall be the responsibility of the vendor to promptly reship to the correct location. Failure to deliver procured goods on time may result in cancellation of an order or termination of a contract at the option of the State.

B. Delivery Charges - All delivery charges should be to the account of the vendor whenever possible. If not, all delivery charges should be prepaid by vendor and added to the invoice.

C. Notice of Rejection - The nature of any rejections of a shipment, based on apparent deficiencies disclosed by ordinary methods of inspection, will be given by the receiving agency to the vendor and carrier within a reasonable time after delivery of the item, with a copy of this notice to the General Services Enterprise - Purchasing. Notice of latent deficiencies which would make items unsatisfactory for the purpose intended may be given by the State of Iowa at any time after acceptance.

Delivery and Acceptance (cont)

D. Disposition of Rejected item - The vendor must remove at the vendor's expense any item rejected by the State. If the vendor fails to remove that rejected item, the State may dispose of the item by offering the same for sale, deduct any accrued expense and remit the balance to the vendor.

E. Testing After Delivery - Laboratory analysis of an item or other means of testing may be required after delivery. In such cases, vendors will be notified in writing that a special test is being made and that payment will be withheld until completion of the testing process.

Title to Goods

The vendor warrants that the goods purchased hereunder are free from all liens, claims or encumbrances.

Indemnification

To the extent that goods are not manufactured in accordance with the State's design, the vendor shall defend, indemnify and hold harmless



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the State of Iowa, the State's assignees, and other users of the goods from and against any claim of infringement of any Letter Patent, Trade Names, Trademark, Copyright or Trade Secrets by reason of sale or use of any articles purchased hereunder. The State shall promptly notify the vendor of any such claim.

Nondiscrimination

The vendor is subject to and must comply with all federal and state requirements concerning fair employment and will not discriminate between or among them by reason of race, color, religion, sex, national origin or physical handicap.

Warranty

The vendor expressly warrants that all goods supplied shall be merchantable in accordance with the Uniform Commercial Code, Section 2-314 and the Iowa Code, Section 554.2314.

Taxes

The State of Iowa is exempt from the payment of Iowa sales tax, motor vehicle fuel tax and any other Iowa tax that may be applied to a specified commodity and/or service. Contractors performing construction activities are required to pay state sales tax on the cost of materials. The Iowa Department of Revenue exemption letter will be furnished to a vendor upon request.

Hazardous Material

All packaging, transportation, and handling of hazardous materials shall be in accordance with applicable federal and state regulations including, but not limited to, the Material Safety Data Sheet provision of O.S.H.A. Hazard Communication Standard 29CFR 1910.1200, and Iowa Administrative Code, Chapter 567.

Public Records

The laws of the State of Iowa require procurement records to be made public unless exempted by the Code of Iowa.

Miscellaneous

The terms and provisions of this contract shall be construed in accordance with the laws of the State of Iowa. Any and all litigation or actions commenced in connection with this contract shall be brought in Des Moines, Iowa, in Polk County District Court for the State of Iowa. If however, jurisdiction is not proper in Polk County District Court, the action shall only be brought in the United States District Court for the Southern District of Iowa, Central Division, providing that jurisdiction is proper in that forum. This provision shall not be construed as waiving any immunity to suit or liability, which may be available to the State of Iowa.

If any provision of this contract is held to be invalid or unenforceable, the remainder shall be valid and enforceable.

Records Retention

The vendor shall maintain books, records, and documents which sufficiently and properly document and calculate all charges billed to the State of Iowa throughout the term of this Agreement for a period of at least five (5) years following the date of final payment or completion of any required audit, whichever is later. The vendor shall at, no charge, permit the Auditor of the State of Iowa, or any authorized representative of the State (or where federal funds are involved, the Comptroller General of the United States or any other authorized representative of the United States government) to access and examine, audit, excerpt and transcribe any directly pertinent books, documents, papers, electronic or optically stored and created records, or other records of the vendor relating to orders, invoices, or payments documentation or materials pertaining to this Agreement.

Independent Contractor

The vendor is an independent contractor performing services for the State of Iowa, and as such shall not hold itself out as an employee or agent of the State.

Performance Monitoring

For all service contracts, the requirements of Iowa Code sections 8.47 shall be incorporated into final terms and conditions of the contract.